



**Town of
Cohasset
Massachusetts**

**TOWN OF COHASSET
MASSACHUSETTS**

REQUEST FOR PROPOSALS

FOR

**LEASE OF REAL PROPERTY
FOR CONSTRUCTION OF
SOLAR ENERGY ARRAYS AND
ASSOCIATED EQUIPMENT**

ISSUED: September 16, 2020

SUBMISSIONS DUE: Prior to 11:00 am on October 9, 2020

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1. INTRODUCTION

The Town of Cohasset, acting through its Board of Selectmen, in conjunction with the Alternative Energy Committee and School Committee, seeks competitive proposals for the lease of certain Town-owned real property to construct a commercial or utility class solar energy array and associated equipment for the purpose of supplying electrical energy either directly to Town facilities or via a credit on the Town's electric utility bills. The lease shall be for a term of twenty years.

The Request for Proposals (RFP) is available via email from Michelle Leary, Contracts and Procurement Manager at SolarRFP@cohassetma.org and is posted on the Town website <https://www.cohassetma.org/>

Bidders are asked to organize their proposal in the format described in section 3 of this RFP.

The Price Proposal must be separate from the Project Proposal and sealed in a separate envelope with the submitted materials.

To be considered, proposals must be received in hardcopy and electronically before 11:00 AM on October 9, 2020.

This RFP does not obligate the Town of Cohasset to proceed with the lease of any real property for the construction of a solar energy array and associated equipment, or any other renewable resource or microgrid proposal. The Town of Cohasset reserves the right to reject any or all proposals for any or all of the identified sites.

The Town of Cohasset will not reimburse any costs incurred in preparing responses to this RFP, including site visits or preliminary engineering analyses.

M.G.L. Chapter 30B shall govern all procedures.



2. ANTICIPATED SCHEDULE

An anticipated timeline pertaining to this RFP process is indicated below:

<u>ACTION</u>	<u>DATES</u>
Submitted to Central Register:	September 16, 2020
Published in Cohasset Mariner:	September 18, 2020
RFP Issued to the Public:	September 16, 2020
Site Visits:	Week of September 21, 2020
Final Inquiry Date:	September 28, 2020
Proposal Submissions due:	October 9, 2020 by 11:00 am Town Manager Town Hall 41 Highland Avenue, Cohasset, MA 02025
Location, Date and Time of opening:	October 9, 2020 Selectmen's Board Room Town Hall, 41 Highland Avenue Cohasset, MA 02025
Anticipated Initial Evaluation Complete:	October 16, 2020
Anticipated Interviews:	Week of October 28, 2020
Anticipated Selection for Negotiations:	November 9, 2020
Anticipated Contract Awards:	November 30, 2020

All questions and inquiries concerning this RFP should be submitted by email to SolarRFP@cohassetma.org. Inquiries will not be answered directly. The Town will issue an addendum to address the written questions submitted in a form that will be submitted to all bidders. A record will be made of all questions and responses, which will be posted on the website.

It is the responsibility of the bidder to confirm interest via the email address above prior to the submittal deadline to ensure that the bidder has received all addenda issued by the Town.

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Additional information and addenda will be posted on the town's website:
<https://www.cohassetma.org/>

It is the responsibility of the bidder to check the official website regularly to obtain site information, communications and updates to the RFP process.

3. REQUEST FOR PROPOSALS

The Town of Cohasset, Massachusetts seeks competitive proposals for the lease of certain parcels of Town-owned real property located in Cohasset, Massachusetts together with a non-exclusive easement for reasonable access for the purpose of constructing, installing, operating and maintaining a solar energy array and associated equipment on each site to provide electrical energy to Town-owned facilities. The buildings and parcels of land that have been approved via Town Meeting for up to a 20 year lease are the following:¹

- 1) **Schools:**
 - a. Cohasset Middle/High School at 143 Pond Street, Cohasset, MA 02025
 - b. Deer Hill School at 208 Sohier Street, Cohasset, MA 02025
 - c. Joseph Osgood School at 210 Sohier Street, Cohasset, MA 02025
- 2) **Department of Public Works:**
 - a. 91 Cedar Street, Cohasset, MA 02025
- 3) **Police Department/Fire Department**
 - a. 44 Elm Street, Cohasset, MA 02025

Bidders may submit a proposal for lease of one or all parcels; provided, however, that a separate proposal must be submitted for each parcel in addition to any proposal that combines individuals parcels.

The Town also is open to consider installation of solar energy arrays and associated equipment on other Town-owned sites. If there is another Town-owned site that could be a cost-effective location for a solar energy array, the Town encourages bidders to identify the site and submit a bid in accordance with this solicitation. If a Town-owned site not identified above as pre-approved for authorization to lease is the preferred option, an article requesting Town approval to lease the identified site could be submitted for Town approval as early as the Special Town Meeting in December 2020.²

¹ The Town Warrant that was voted upon and approved at Town Meeting on June 16, 2020 specifies the lot numbers of the parcels for each of these locations. Please see articles 25 and 26 at the following link for additional detail:
<https://www.cohassetma.org/DocumentCenter/View/2539/2020-Annual-Town-Meeting-Warrant---FINAL-06-01-20>

² This process for additional Town-owned sites would not apply to proposals made in accordance with M.G.L. c. 164, Sec. 137.

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PRIVATELY-OWNED THIRD PARTY SITES

In addition to the lease of Town-owned sites, the Town also is interested in pursuing cost-effective power purchase agreements for energy produced by solar energy arrays, other renewable resources, microgrid technology, battery storage and associated equipment from privately-owned third-party sites that are physically located in the Town of Cohasset and can connect into the distribution system serving the Town's municipal load. Such an agreement would not include lease of Town property and therefore does not require a competitive procurement process under M.G.L. c. 30B (Chapter 30B). That said, the timing of this RFP creates an opportunity for the Town to consider other options, especially if there are more cost-effective sites physically located in the Town of Cohasset. If any respondent or developer would like to submit an offer to the Town for the sale of renewable energy from a third-party site, they may do so at any time, but are encouraged to follow the schedule and process laid out in this RFP to ensure full and informed consideration as the Town determines how to proceed with contracting for renewable energy.

3.1 Submission Requirements

To be considered, any proposal associated with Town-owned sites must be received before 11:00 AM on October 9, 2020 by the office of the Town Manager. Late proposals associated with the lease of Town property under this Chapter 30B solicitation will not be accepted after this time.

An original and eight (8) copies of the Proposal shall be placed in a sealed envelope marked on the outside as "RFP: SOLAR ENERGY ARRAY" and delivered to:

Town of Cohasset
Attn: Town Manager
Town Hall
41 Highland Avenue
Cohasset, MA 02025

A proposal for the sale of renewable energy from a third-party site should be labeled: "RFP: THIRD-PARTY RENEWABLE ENERGY SITE,"

Price Proposals must be included in the sealed envelope with the Project Proposal, but submitted in a separate sealed envelope marked on the outside as: "PRICE PROPOSAL"

In addition, one electronic copy must be submitted to SolarRFP@cohassetma.org prior to the submission deadline. Bidders must email the Project Proposal(s) and Price Proposal(s) in separate emails.

Price Proposals sent via email must be sent separately from the associated Project Proposals.



3.2 Proposal Format

The proposal should consist of two separate documents:

- 1) **Project Proposal:** Identification of the proposed site, approach to the project, qualifications of the firm and proposed team; and
- 2) **Price Proposal:** The proposed price for renewable energy and minimum output to be generated by the site.

Although the two documents should be submitted together, the **Price Proposal must be in a separate, sealed enveloped.**

3.2.1 Project Proposal

The Project Proposal shall be organized to include the following:

1. **Cover Letter:** A letter of intent outlining the bidder's interest in this project.
2. **Qualifications:** Detailed qualifications of the bidder and any proposed subcontracting company to perform the scope of services, including:
 - a. **Company:** A summary of the bidder's date of establishment, business history, structure, internal organization, operations, and management systems;
 - b. **Experience:** The bidder's experience developing, owning and operating solar arrays for municipalities and commercial properties, including a list of projects similar in nature that the bidder has developed or is in the process of developing;
 - c. **References:** Contact information for at least three references relevant to the proposed scope of work, including name, phone, email address and brief description of the project the bidder performed for the reference; and
 - d. **Conflicts:** List of any real or potentially perceived conflicts of interest.
3. **Scope of Work:** A clearly defined plan of services for completion of the project including:
 - a. **Methodology:** A description of the bidder's proposed approach to this project;
 - b. **Schedule:** Project milestones and timeline for meeting those milestones;
 - c. **Ongoing Services:** A description of anticipated operation and maintenance services; and
 - d. **Risks:** A discussion of risks that could prevent completion of the project within the proposed schedule.



4. **Site Plan:** A proposed layout of the solar plant on the site(s), including anticipated number of panels and configuration, and total system output (in watts DC). The bidder should be cognizant of the Town's historic consumption levels in sizing the sites when the energy is to be utilized by the on-site load. Any additional equipment such as battery storage equipment, communications, meters, and microgrid switches should be clearly indicated.
5. **Proposed Project Team:** A list of personnel who will work on the project, including:
 - a. Biographies: A description of each individual's experience relevant to this project;
 - b. Project Team Structure: An organizational chart describing the roles and responsibilities of each person; and
 - c. Curricula Vitae: Resumes of proposed project team members that delineates education, prior employment and titles (included as attachments);
6. **Financial Support:** Information required to assess the financial viability of the bidder and ability to deliver the proposed project, including:
 - a. Financing Plan: A plan describing the bidder's plan to procure financing, including possible sources of funds and revenue streams other than sale of energy to the Town; and
 - b. Viability: Supporting evidence that the bidder has the financial capability to complete the project within the proposed schedule.
7. **Allocation of Risks and Responsibilities:** A discussion of the allocation of liability between the bidder and the Town during construction and operating periods.
8. **Forms:** Signed disclosure of beneficial interests, non-collusion, and tax compliance certificate. (Form 1 attached).
9. **Contract Edits/Comments:** Proposed revisions, if any, to the example of a Power Purchase Agreement already entered into by the town and relevant Site Lease Agreements. These documents will be provided on the Town website along with other relevant information to the Proposal.

3.2.2 Price Proposal

The bidder may choose to offer a guaranteed electrical energy price or price tied to a publicly-issued index value. The Town's preference is a fixed price contract that does not escalate over the term of the power purchase agreement.

The electrical energy price and guaranteed minimum production shall be provided in the attached Form 2 and enclosed in a separate sealed envelope marked "Price Proposal." A separate Form 2 should be provided for each site. If the bidder proposes to provide a discount if awarded more than



one site, an additional Form 2 should be submitted for each site that includes the discounted price at each site subject to award of multiple sites to the bidder and delineation of the conditions under which the discounted price will be provided.

Bidder should bid the lowest price for electrical energy (price per kWh) they are willing to provide the Town for each year of the power purchase agreement. The Price Proposal also shall include guaranteed minimum energy to be produced in each year at each site proposed to be developed.

The Town Assessor has indicated that the solar energy arrays and equipment installed by the developer on the sites will be considered personal property and assessed property taxes according to a generally accepted methodology based on replacement cost, economic life, and depreciation. **For purposes of the Price Proposal for Town-owned sites, Bidder should assume that the Project is NOT subject to property taxes, as the successful developer either will be exempt from taxes on Town-owned sites or will be allowed to recover any such taxes through a pass-back mechanism in accordance with the terms in the power purchase agreement.**

Bidder should be cognizant of potential costs associated with existing and anticipated legal requirements, such as permits and prevailing wage laws. The proposal should indicate anticipated costs (if any) that are not included in the price, but would be added as a pass-through once the costs are known. Potential cost pass-throughs will be considered as proposed changes to the contracts and evaluated as such. Additional costs to the project will not be added to the price unless pre-identified in advance as part of this RFP process.

ACCOMODATION FOR ROOF REPLACEMENT

The Town recognizes that the roofs at many of the sites identified in this proposal are likely to need to be replaced at some point during the term of the power purchase agreement. To the extent the proposal includes locating equipment on the roofs, the proposal should include either a one-time removal and replacement cost, an estimated cost to transfer the equipment to another roof that was replaced prior to the move, or a price adjustment for the costs associated with the need to accommodate work on the roofs where the solar energy array and associated equipment is located.

3.3 Bid Deposit

All proposals shall include a Bid Deposit of ten thousand dollars (\$10,000) payable to the Town of Cohasset in the form of a certified cashier's check. The check will serve as a bid security until a contract is entered into by the Town. A bidder who fails to execute a contract after being awarded same may forfeit the ten thousand dollar (\$10,000) deposit as damages at the discretion of the Town. Bid deposits will be returned to all unsuccessful bidders within five (5) business days of the awarding of the contract, and no later than six (6) months after receipt of the bids. The successful bidder's deposit will be returned upon execution of a contract and receipt of all documents, insurance requirements, and bonds.

4. PROJECT SPECIFICATIONS

1. The Town will lease for \$1.00 per year for each site separate parcels of Town-owned real



property located in Cohasset, MA to a solar energy developer awarded the lease for the purpose of constructing and operating a solar array and associated equipment to generate electrical energy to reduce the Town's energy costs to the maximum extent feasible. The developer shall erect a new and unused solar energy array appropriately sized for the property given the Town's annual electric energy consumption and state and federal program limits.

2. The developer shall construct, operate, and maintain the solar energy array and associated equipment at its own expense. The array must be fully operational within 24 months of the signing date of the Lease Agreement. Liquidated damages will be assessed if the array is not fully operational within 24 months to the extent the delay is within the control of the developer. The amount of the liquidated damage payments will equal \$500.00 per day.
3. The developer also may propose educational programs as part of its response to the RFP, including public access to information associated with the solar energy array and associated equipment, including output, displaced carbon emissions, and cost savings to the Town as a result of the contract. An example of how such information may be presented is provided on the Town website for its current solar energy array on the old town landfill.
4. The developer shall attend periodic meetings to discuss the project, provide progress updates, and make presentations to boards and committees. Some meetings may be conducted outside of normal business hours. All travel and related expenses for this project is to be included in the Price Proposal.
5. The developer will be required to meet all local planning and zoning requirements and will be responsible for all permits, taxes, and related costs.
6. Upon execution of the lease, the developer shall be required to post financial assurance with the Town, in the amounts and at the time set forth in the Lease, to ensure (a) completion of construction of the project, and (b) proper removal of the project in the event of default, bankruptcy or dissolution of the developer which would cause the equipment to be abandoned for a period of more than six (3) months.
7. Prior to commencement of construction, the developer shall submit a report by a qualified professional engineer or other appropriate professional who shall certify the structural integrity of the proposed solar array.
8. The Town shall be the purchaser of the power to be generated under a 20-year power purchase agreement with the developer awarded one (or more) of the projects.
9. The Town shall enter into a 20-year Site Lease Agreement for each site with the developer awarded one (or more) of the projects
10. The successful developer will be required to indemnify and hold harmless the Town of Cohasset for any damage to life or property that may occur due to its negligence or that of its employees, contractors, subcontractors (if any) or agents. Further, the developer will maintain commercial general liability insurance with limits of not less than two million (\$2,000,000.00)



per occurrence, four million (\$4,000,000.00) aggregate, per site, which policy will name the Town as an additional insured.

11. Drafts of the existing Power Purchase Agreement and Site Lease Agreements associated with the Town's old landfill are included as attachments to this document.

5. SELECTION METHODOLOGY

The Town reserves the right to award the lease for each site to the developer with the most advantageous proposal for that site, taking into consideration all project evaluation criteria as well as energy price, financial position/viability, and guaranteed minimum production capacity. The Town will review and rank the submitted proposals using the following evaluation criteria and weightings.

5.1 Project Evaluation Criteria

The bidder's Project Proposal will be scored according to the following criteria and weightings:

- **Experience:** The extent of the bidder's experience in designing, financing, constructing and operating commercial or utility grade solar energy facilities. Additional consideration will be given to firms with experience constructing and operating such facilities on municipal and commercial properties most similar to the proposed sites. (20%)
- **Project Team:** The relevant experience and quality of project personnel and their commitment to the proposed project in Cohasset. The clarity and organization of the proposed scope of work and approach will be included in the assessment of the project team. (20%)
- **Proposed Site Plan:** The proposed configuration and size of the solar energy array and associated equipment, including how the proposed site plan would fit within the Town's efforts to improve reliability and resiliency through one or more microgrid structures as set out in the conceptual framework approved by the Alternative Energy Committee on May 13, 2020. (20%)
- **Proposed Scope of Work:** The proposed approach, organization of the proposed timeline and demonstrated ability of the proposer to hold to a committed schedule to complete similarly-sized solar energy, battery storage and microgrid projects. (20%)
- **Financial Capability:** The demonstrated ability of the bidder to understand cost uncertainties and financing requirements, and the ability to obtain financing to ensure the timely completion of the project. (20%)



5.2 Price Proposal Evaluation Criteria

The bidder's Price Proposal will be scored according to the following criteria and weightings:

- **Pricing:** The price each year for energy purchased under the Power Purchase Agreement, with lower prices receiving a higher rank. (25%)
- **Guaranteed Minimum Quantity:** The level of minimum guaranteed production, with higher levels of guaranteed production, subject to the Town's consumption, receiving higher rank. (25%)
- **Anticipated Savings to the Town:** The net present value of anticipated savings calculated by multiplying expected price reductions and credits (e.g., regulated tariffs less power purchase agreement price) times guaranteed minimum quantity discounted at an appropriate discount rate. (25%)
- **Proposed Changes to Contracts:** The extent of proposed revisions, if any, to the attached Site Lease Agreement and Power Purchase Agreement, with minimal changes other than consistency with policy receiving a higher rank. Identified issues that may contribute to changes to the proposed price will be considered potential changes to the contract. (25%)

5.3 Selection and Negotiations

Proposals will be reviewed and assessed by an Evaluation Committee consisting of representatives from various boards and committees in the Town. Based on the evaluation criteria described above, the Evaluation Committee will identify no more than five bidders who will be asked to present a summary of their proposed project(s), followed by negotiations and final selection. Approval of the finalists and contract awards for each site or a combination of sites will be made by the Board of Selectmen and School Committee, with advice from the Alternative Energy Committee, according to their respective authority to enter into a long-term lease that has been granted by the Town.

Any submissions for energy sales under a long-term power purchase agreement from solar energy arrays to be built on third-party sites and/or other Town sites will be evaluated in accordance with the same evaluation criteria described in section 5.2. Given the limited amount of energy consumed by the Town's municipal functions, proposals for renewable projects on third-party sites are encouraged to follow the same timeline as proposals for solar energy arrays on Town-owned sites to ensure timely consideration.

- END -



FORM 1

CERTIFICATE OF NON-COLLUSION

The undersigned, _____, certifies under penalties of perjury that this proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this Certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity or group of individuals.

Signature

Date

+++++

CERTIFICATION AS TO COMPLIANCE WITH TAX LAWS

I, the duly authorized representative of _____ certify under the pains and penalties of perjury that said _____ has complied with all laws of the Commonwealth of Massachusetts relating to taxes.

Signature

Date

+++++

DISCLOSURE OF BENEFICIAL INTERESTS

The undersigned certifies under penalties of perjury that this proposal has been made and submitted with the below as required by Chapter 7, Section 40J of the General Laws of Massachusetts. The following names and addresses represent all persons who have or will have a direct or indirect beneficial interest in the subject parcel if the Town of Cohasset offers to lease a portion of the parcel to the undersigned:

Name

Address

Signature

Date



FORM 2

PRICE PROPOSAL

THIS FORM MUST BE COMPLETED FOR EACH SITE THE BIDDER PROPOSES TO LEASE AND PLACED IN A SEPARATE ENVELOPE MARKED “PRICE PROPOSAL.”

A. The undersigned proposes to lease for \$1.00 per year up to ___ +/- acres of Town-owned land situated at _____, Cohasset, MA, for the sole purpose of constructing, operating and maintaining a large solar array and associated equipment to provide electrical energy to the Town facilities via a Power Purchase Agreement. The term of the lease shall be 20 years.

B. The undersigned proposes to construct and operate a solar energy array with a nameplate capacity no less than:

Minimum Nameplate Capacity _____ kW

C. The undersigned proposes to sell the output of the array to the Town of Cohasset at the following rate:

Year	Proposed Energy Price (Circle one: cents/kWh or % of credit)	Guaranteed Minimum Output (kWh)
2022		
2023		
2024		
2025		
2026		
2027		
2028		
2029		
2030		
2031		
2032		
2033		
2034		
2035		
2036		
2037		
2038		
2039		
2040		
2041		
2042		
After 2043		

D. The undersigned agrees to deliver the minimum guaranteed quantities at the proposed price subject to the following:

[List any assumed costs or conditions that may impact the above bid and how, if at all, the bidder would adjust the price once the realized costs/conditions are known.]

E. Bidder Information

By signing below, bidder confirms that this is a firm offer and binding bid.

Name of firm making the proposal: _____

Official representative of firm: _____

Title: _____

Authorized Signature: _____

Date: _____